

**THE UNITED STATES DISTRICT
COURT NORTHERN DISTRICT OF
ILLINOIS EASTERN DIVISION**

LINE CONSTRUCTION BENEFIT FUND,)	
A Health and Welfare fund,)	
)	
Plaintiff,)	
v.)	
)	
MVMA, INC., d/b/a OIL FIELD TREE)	
SERVICE, an Illinois Corporation, and)	
MVMA ELECTRIC COMPANY, INC.,)	
d/b/a OIL FIELD ELECTRIC, an Illinois)	
corporation.)	
)	
Defendants.)	

COMPLAINT

Plaintiff, LINE CONSTRUCTION BENEFIT FUND, a Health and Welfare Fund, by and through its Attorney, Matthew S. Jarka, of Asher, Gittler & D'Alba, Ltd., and complaining of Defendants, MVMA, INC., d/b/a OIL FIELD TREE SERVICE, an Illinois Corporation, and MVMA ELECTRIC COMPANY, INC., d/b/a OIL FIELD ELECTRIC, an Illinois corporation, as follows:

1. This action is brought under the provisions of Sections 502(g)(2) and 502 (a)(3), of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C., Secs. 1132(g)(2), (a)(3), and 1145.

2. Jurisdiction in this Court is based upon Sections 502(e)(1) and 502(e)(2) of ERISA [29 U.S.C. Sec. 1132(e)(1) and (e)(2)], which states in relevant part:

Where an action under this subchapter is brought in a district court of the United States, it may be brought in the district where the plan is administered, where the breach took place, or where a

defendant resides or may be found, and process may be served in any other district where a defendant resides or may be found.

3. The Plaintiff ("Fund") receives contributions from numerous employers pursuant to collective bargaining agreements heretofore entered into between the IBEW Local Union 702 ("Union") and Defendant (Exhibits A-D), and the Fund is maintained and administered in accordance with and pursuant to the provisions of Section 302(c)(5) of the National Labor Relations Act, as amended, ERISA and other applicable federal law and the Fund is administered pursuant to the terms and provisions of a certain Restated Agreement and Declaration of Trust ("Trust Agreement").

4. That the Line Construction Benefit Fund office is located at 821 Parkview Blvd., Lombard, IL 60148-3230, and the Fund is administered in the Northern District of Illinois.

5. As provided in the Trust Agreement, Plaintiff is required to receive, hold and manage all monies required to be contributed to the Fund in accordance with the provisions of the then applicable Collective Bargaining Agreement for the uses and purposes set forth in the Trust Agreement.

6. Defendants are employers engaged in an industry affecting commerce and both maintain their principal place of business at 10878 Mark Twain Road, West Frankfurt, IL 62896.

7. Defendants employ or has employed persons represented for collective bargaining purposes by the Union and agreed to be bound by the Collective Bargaining Agreement or agreements referred to herein, by the terms of which Defendant was required to contribute to the Fund.

8. Plaintiff is advised and believes that Defendants have repeatedly failed to submit accurate contribution reports and the required payments thereon to the Fund pursuant to the

terms of the Collective Bargaining Agreement by which they were bound, all in violation of their contractual obligations and their obligations under applicable federal statutes.

9. As a result of the above-described omissions and breaches of agreement by Defendants, Plaintiff may be required to (a) deny the employee beneficiaries for whom contributions have not been made the benefits provided under the benefit plan, thereby causing to such employee beneficiaries substantial and irreparable damage, or (b) to provide to employees of Defendants the benefits provided under the benefit plan, notwithstanding Defendants' failure to make the required contributions thereto, thereby reducing the corpus of such Fund and endangering the rights of the employee beneficiaries thereunder on whose behalf contributions are being made, all to their substantial and irreparable injury.

10. Plaintiff, on its behalf, and on behalf of all employees for whose benefit the Fund was established, has requested Defendants to perform their obligations, but Defendants have refused and failed to perform as herein alleged.

11. Plaintiff is without an adequate remedy at law and will suffer immediate, continuing and irreconcilable injury and damage unless Defendants are ordered to specifically perform all of their obligations required under the Collective Bargaining Agreement and the Trust Agreement, and are restrained from continuing to refuse to perform as thereunder required.

12. Defendants are delinquent to the Funds for the months of April 2021 through June 2021 in the amount of \$74,397.38, plus interest and liquidated damages.

13. Defendants' failure to pay is a violation of the Collective Bargaining Agreement and the Trust Agreement. Plaintiff, therefore, seeks enforcement of these provisions pursuant to Section 502(a)(3),(b)(ii) and Section 301(a) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C., Sec. 185(a).

WHEREFORE Plaintiff prays:

(a) That judgment be entered in favor of Plaintiff and against Defendants in the amount of SEVENTY FOUR THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS AND 38/100 (\$74,397.38), and such additional monies that accrue during the pendency of this lawsuit.

(b) That Plaintiff be awarded its costs, including reasonable attorney's fees incurred in the prosecution of this action as provided in the Collective Bargaining Agreement and under the applicable provisions of ERISA, as amended.

(c) That interest and/or liquidated damages be assessed against Defendants as provided in the Collective Bargaining Agreement and the applicable provisions of ERISA, as amended.

(d) That Defendants be specifically ordered to furnish to Plaintiff the required monthly contribution reports and payments due thereunder and to continue to perform all obligations on Defendants' parts according to the terms and conditions of their Collective Bargaining Agreements.

(e) For such other and further relief as the Court may determine just and proper.

/s/ Matthew S. Jarka

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